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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/810,351	03/16/2001	Mario Cosmas Spira	P00,1820	9207
26574	7590	08/07/2006	EXAMINER	
SCHIFF HARDIN, LLP PATENT DEPARTMENT 6600 SEARS TOWER CHICAGO, IL 60606-6473				STERRETT, JONATHAN G
		ART UNIT		PAPER NUMBER
		3623		

DATE MAILED: 08/07/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/810,351	SPIRA ET AL.
	Examiner	Art Unit
	Jonathan G. Sterrett	3623

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 02 May 2006.
- 2a) This action is FINAL. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 9,10,23-28,30-32 and 35-40 is/are pending in the application.
 - 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 9,10,23-28,30-32 and 35-40 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on _____ is/are: a) accepted or b) objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 - a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) Notice of References Cited (PTO-892)
- 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) Notice of Informal Patent Application (PTO-152)
- 6) Other: _____

DETAILED ACTION

Summary

1. This **Final Action** is responsive to the amendment of April 20, 2006. **Claims 1-7, 11, 12, 14-21, 33 and 34** were cancelled. **Claims 10, 28, 35 and 36** were amended. Currently **Claims 9, 10, 23-28, 30-32 and 35-40** are pending.

Response to Amendments

2. The objection to Claim 28 is withdrawn.

The 112 2nd rejections of Claims 28, 35 and 38 are withdrawn.

Response to Arguments

3. The applicant's arguments regarding Cornett's teaching regarding an organizational structure on page 7 have been fully considered, but they are not persuasive.

4. The applicant argues on page 7 that Cornett fails to teach "an organizational structure of the maintenance provider" as is cited in amended Claim 40. In further support of this argument, the applicant asserts that Cornett only teaches a hierarchy of parts and materials

The examiner respectfully disagrees.

While Cornett does teach a hierarchy of parts and materials, it is part of a larger maintenance system. This system is organized so that maintenance can be performed

on several different complexes. This implies an organizational structure because maintenance is provided for several complexes (see column 8 line 41-45). Furthermore in Cornett's teachings are that maintenance can be organized so that maintenance personnel are maximized in their support of production (see column 6 line 49-54). An organizational structure is also taught by Cornett in that the system is organized into different functions (for example, engineering change notices and spare parts planning are different modules in the system, thus also teaching an organizational structure).

5. The applicant argues on page 7 that Cornett fails to teach benchmarking performance of the company against competitors of the company.

This argument has been fully considered and found persuasive, however it is moot in view of new grounds of rejection. Please see the 35 USC 103 rejection below.

6. The applicant argues on page 8 that one of ordinary skill in the art would not combine the teachings of Bird and Cornett to anticipate the claimed invention.

The examiner respectfully disagrees.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re*

Jones, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the applicant does not specifically point out why Cornett and Bird fail to teach in combination the claimed invention.

7. The applicant has attempted to challenge the examiner's taking of Official Notice on page 8 line 13; however, applicant has not provided adequate information or argument so that on its face it creates a reasonable doubt regarding the circumstances justifying the Official Notice. Therefor, the presentation of a reference to substantiate the Official Notice is not deemed necessary. The examiner's taking of Official Notice is maintained.

Support for the claimed Official Notice can be found in:

"Cost Savings through integral plant maintenance", Aug 1, 1997, ABIX/LexisNexis Australia, Electrical World, p.6 (article discusses the use of Siemens 'SiMain' integral plant maintenance package). Column 1 of this article discusses Siemens providing modular maintenance services to different companies based on their need, i.e. segmentation.

8. The applicant argues on page 8 that Cornett and Staples fail to teach providing locations around the globe during normal business operations, as per Claim 28. In further support of this argument, the applicant asserts this would require three supervisory locations

The examiner respectfully disagrees.

The claim limitations cite locations being around the globe to support operations during 'business hours'. Having locations in Texas and India meet this limitation because they are around the globe and are able to provide coverage during 'business hours'. The examiner would respectfully point out that the term 'business hours' does not limit the hours of operation to only 8 hours per day (i.e. per the assertion that 3 locations are required such that the 3 locations provide for 8 hours a day support to provide 24 hours a day coverage.). "Business hours" is such a broad limitation to the extent that having two locations around the globe (i.e. Texas and India) meets the claim limitation.

Claim Rejections - 35 USC § 112

9. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

10. **Claims 9, 23-28, 30-32 and 35-40** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

11. Regarding **Claims 35 and 36**, the claims cite a method for providing maintenance services. At the end of each claim, a benchmarking step is performed to benchmark the company's performance against that of competitors, however, it is not cited how this is structurally connected to the rest of the claim to support providing

maintenance services. Therefore, these claims are indefinite. For the purposes of examination, the examiner assumes that the benchmarking involves a comparison of how maintenance is affecting company performance.

Claim Rejections - 35 USC § 103

12. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

13. **Claims 35, 37 and 10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cornett US 5,216,612 (hereinafter Cornett).**

Regarding **Claim 35**, Cornett discloses:

aligning maintenance policies to business objectives of a company to develop a business plan relating at least to maintenance for the company;
column 3 line 57-63, scheduled downtime (i.e. maintenance policies) for equipment is aggregated into a plan so that downtime (interruption in production) is minimized. The maintenance policies (i.e. downtime for various pieces of equipment) is then aligned with business objectives (i.e. rescheduled so that it can be done simultaneously) to create a business plan (i.e. a maintenance plan aggregating maintenance needs)-see also column 4 line 1-4.

establishing rules for carrying out the maintenance policies;

column 4 line 34-38, rules for carrying out maintenance include prioritizing manpower to be allocated to maintenance jobs.

jointly determining strategies of a maintenance provider and the company to improve performance and reduce costs of the company;

column 4 line 52-57, strategic planning (i.e. strategies) to improve operations performance (e.g. uptime) and reduce costs (e.g. machine downtime) are jointly determined at different time periods throughout the year. Column 6 line 20-21, the system provides for improving production efficiency (i.e. improving performance and reducing costs for production) while maximizing the use of available maintenance manpower (i.e. separately improving performance of the maintenance function while reducing costs through ensuring that maintenance manpower is not wasted – i.e. through the maximization. Cornett teaches his invention provides improving performance of a company, since maintenance is being provided to support production performance.

establishing an organizational structure of the maintenance provider to meet said business plan;

column 8 line 41-45, a plurality of production complexes (i.e. different organizations) is managed by the maintenance controller. The maintenance controller provides for the administration of maintenance to those separate organizations. See also column 6 line 49-54, the maintenance is provided as a separate supporting organization to an airline, a car rental agency or government agency.

measuring key performance indicators; and benchmarking performance.

Column 13 line 30-34, key performance indicators for part failure are measured and compared (i.e. benchmarked) to vendor supplied part failure rate (line 42-46).

Cornett teaches that improving the maintenance improves the performance of the company (column 6 line 21-23, maximizing production efficiency improves the performance of the company since the level of production efficiency is being increased to an optimum point). The benchmarking of part reliability against a standard includes knowing whether that part is providing the necessary support as a maintenance item. Premature failure of parts used to provide maintenance impacts the optimization that Cornett teaches maintenance provides to the production environment (and thus the overall performance of the company, since production operations directly affect company performance).

While Cornett teaches benchmarking performance and that improving maintenance improves the overall performance of the company, Cornett does not teach benchmarking performance of the company against competitors of the company.

It is old and well known in the art for companies to benchmark their performance against their competitors. This comparison benchmarking helps the company to gauge their level of performance by knowing how well their competitors are performing.

It would have been obvious to one of ordinary skill in the art at the time of the

invention to modify the teachings of Cornett regarding providing a separate maintenance organization to support production, to include the step of benchmarking the effectiveness of the maintenance organization's support against that of competitor's because it would provide a way to ensure that maintenance is optimizing production.

Regarding Claim 10, Cornett discloses all the limitations above except for:

Establishing optimization of the maintenance while reducing overhead for the company.

Column 4 line 19-30, maximizing production time comprises optimizing the amount of time that production can run. The aggregation of down time so that maintenance is performed at the same time comprises reducing overhead because downtime is minimized. Column 6 line 20-25, maximizing the use of maintenance manpower is optimization maintenance. Since the maintenance manpower is most efficiently used, the optimization makes full use of maintenance people without inefficiency, i.e. therefore reducing overhead. – Note further in Claim 6 that these benefits can be used for companies, e.g. car rental company, an airline or automotive fleet.

Regarding Claim 37, Cornett discloses;

wherein said step of establishing the rules for carrying out the maintenance policies includes generating a maintenance plan by considering in

combination (column 3 line 46-56, also see figure 1 #2):

a business plan, column 16 line 54-56, the strategic business plan is obtained as an input.

an operational analysis, column 16 line 56-64, an operational analysis is performed utilizing capacities and efficiencies to determine what the effective capacity for a production complex (i.e. group of machines) is.

a criticality analysis, column 17 line 2-7, priorities (i.e. criticality) are used to determine when production is scheduled and thus when maintenance can occur.

a component identification, (column 12 line 64-67, the parts manual file comprises a component identification used to determine maintenance policies, because it classifies how different types of parts are replaced; see also column 13 line 6-9)

and a failure analysis. (column 13 line 42-45, a failure analysis is determined by calculating based on parts history information and is used to determine maintenance policies, i.e. rules)

Claim Rejections - 35 USC § 103

14. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

15. **Claims 36, 38, 30, 31, 32 and 9** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Bird**.

Bird, Paul, "Single Source Maintenance", Sept 1993, Purchasing and Supply Management, Easton-on-the-Hill, p.41, ProQuest ID 1393448.

Regarding **Claim 36**, Cornett teaches measuring part failure as a key performance metric, as discussed above. Cornett teaches all the limitations above except for:

wherein said key performance indicators are utilized as an indicator of success of the maintenance services.

Bird teaches:

wherein said key performance indicators are utilized as an indicator of success of the maintenance services

Page 4 paragraph 1 line 1-2, 2 line 1-2, key performance indicators are provided by a supplier that maintenance is outsourced to, e.g. guaranteed fix times. These performance indicators are provided by the supplier as an indicator of the supplier's success or failure.

Bird and Cornett both address providing maintenance in a business environment, thus both Bird and Cornett are analogous art.

Bird teaches that utilizing key performance indicators that measure the success

of the maintenance services enables the true impact of a piece of equipment's contribution to the business to be measured (page 3 paragraph 1 line 4-5).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding utilizing key performance indicators related to maintenance planning, to include the step of using key performance indicators that measure success of maintenance services, as taught by Bird, because it would enable the true impact of maintenance on the success of the business to be measured.

Regarding **Claim 9**, Cornett and Bird teaches all the limitations of Claim 36 above, and Cornett does not teach:

wherein said key performance indicators are used to determine consideration of an outsourced services agreement between a provider and a customer.

Bird teaches:

wherein said key performance indicators are used to determine consideration of an outsourced services agreement between a provider and a customer.

Page 4 paragraph 2 line 1-2, a supplier (i.e. for outsourced maintenance services) should be evaluated (i.e. determine consideration) on whether key

performance indicators are specified in the contract – see also paragraph 1 for a discussion on what key performance indicators should be used to evaluate a supplier in consideration of outsourcing services.

Bird and Cornett both address providing maintenance in a business environment, thus both Bird and Cornett are analogous art.

Bird teaches that using key performance indicators in consideration of an outsourced service agreement ensures the service agreement will provide the appropriate level of performance so that core business activities can be focused on (page 4 paragraph 2 line 9-10).

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding utilizing key performance indicators to measure maintenance success, to include the step of using key performance indicators in consideration of an outsourced service agreement, as taught by Bird, because it would enable management to focus on core business activities.

Regarding **Claims 38, 30 and 31** Cornett teaches all the limitations of claim 35 above and teaches providing maintenance services

Cornet does not teach:

providing maintenance services tailored to an industry; and offering service modules to customers in said industry for outsourced maintenance.

Bird teaches providing maintenance services that can be tailored from a portfolio of offerings (i.e. into modules) based on a business' particular needs (page 2 paragraph 2 line 1-2, service management portfolio, i.e. modules, can be built on top of a basic maintenance offering). Bird further teaches that offerings can be tailored to suit an individual company's need from the portfolio (i.e. modules) of maintenance offerings (page 2 paragraph 2 line 20-12).

Bird teaches that customizing a product offering to potential customers allows them to better focus on their business (page 4 paragraph 2 line 9-10).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding providing maintenance services, to include the step of modifying those maintenance services for a particular business needs, as taught by Bird, because it would enable management to focus on core business activities.

Bird and Cornett do not teach customizing a product offering for companies in an

industry (including where that industry is the airport industry, as per Claim 30 and the power plant industry, as per Claim 31).

However, Official Notice is taken that it is old and well known in the art of marketing to segment product offerings (i.e. provide modules) to be tailored for a particular industry. This occurs because businesses in an industry serve similar customers and have similar needs to teach other. Examples of industry segments where these similarities apply include retail chains, steel manufacturers and insurance companies. Companies achieve economies of scale in their marketing efforts by identifying similar characteristics in an industry and bundling product offerings (i.e. modules) so that all the needs in a particular industry are efficiently targeted from a marketing standpoint.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding providing maintenance services tailored for a business, to include the step of segmenting product offerings (i.e. modules) for a particular industry (including where that industry is the airport industry, as per Claim 30 and the power plant industry, as per Claim 31), because it would enable them to achieve economies of scale in their marketing efforts by leveraging a product offering across multiple companies in an industry.

Regarding **Claim 32**, Cornett and Bird teach all the limitations of Claim 31 above, but do not teach:

Wherein said power plant industry is one of: fossil fuel plants, atomic energy plants and hydroelectric plants.

However, Official Notice is taken that it is old and well known in the art for the power plant industry to be one of fossil fuel plants, atomic energy plants and hydroelectric plants. It is further old and well known in the utilities industry that these different plants all use different equipment to generate electric power and there are similar needs in each of the three claimed types of power plants. For example, fossil fuel power plants are subject to different emission regulations than atomic energy or hydroelectric. And similarly, atomic energy plants have different operational safeguards (because of nuclear fuel) than fossil fuel or hydroelectric.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding providing maintenance services tailored for the power plant industry, to include the step of tailoring the maintenance service offerings for fossil fuel plants, atomic energy plants and hydroelectric plants, because it would enable them to achieve economies of scale in their marketing efforts by leveraging a product offering across the three different types of power plants within the powerplant industry.

16. **Claims 39, 23 and 24** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**).

Regarding **Claim 39**, **Cornett** teaches:

providing maintenance services at a plurality of local maintenance service locations;

column 6 line 39-45, maintenance services are provided for a complex, i.e. a plurality of service locations (e.g. machines)-see also column 17 line 1-2, maintenance is provided for a series of complexes (i.e. local maintenance service locations).

Cornet does not teach:

providing regional maintenance services supervisory locations; and
providing Internet connections between said local maintenance service locations and said regional maintenance services supervisory locations

Examiner notes that the phrases "**regional maintenance services supervisory**" and "**local maintenance service**" comprise non-functional descriptive material.

Staples teaches:

providing regional maintenance services supervisory locations; and
column 1 line 48-51, corporate office location is provided
providing Internet connections between said local maintenance service locations and said regional maintenance services supervisory locations

Column 1 line 48-51, a remote office is provided that is electronically connected to the main office.

Column 9 line 9-10, remote office user can access the internet as if they were in their home office.

Staples teaches that providing remote office connectivity enables remote workers to have the same connectivity as if they were in their home office.

Staples and Cornett both address using computers to provide office automation to workers, and thus both Staples and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding providing maintenance services, to include the step of providing internet connectivity between two office locations, because it would provide remote maintenance workers with the same connectivity as if they were in their corporate office.

Claim 23 recites limitations similar to those addressed by the rejection of **Claim 39** above, and is therefore rejected under the same rationale.

Regarding **Claim 24**, Cornett does not teach:

wherein said regional maintenance services supervisory locations are

provided for at least three regions, said three regions being: the Far East and the European Union and a NAFTA country.

As noted in Claim 39 above, Staples teaches providing a main or corporate office and any number of remote offices.

Regarding the three regions listed for locations being the Far East, the EU and a NAFTA country, these would be considered obvious design choices for office locations.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the collective teachings of Cornett and Staples, regarding providing maintenance and remote locations with connectivity to an office location, to include the step of providing locations for various regions, including the Far East, the EU and a NAFTA country, because these are obvious design choices for providing a location for maintenance.

17. **Claims 25-27** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**) and further in view of **Mitchell US 6,356,437** (hereinafter **Mitchell**).

Regarding **Claim 25**, Cornett and Mitchell do not teach:
wherein said regional maintenance services supervisory locations

supervise manpower requirements for said local maintenance service locations.

The examiner notes that the phrases “regional maintenance services supervisory” and “local maintenance service” are non-functional descriptive material.

Mitchell teaches:

wherein said regional maintenance services supervisory locations supervise manpower requirements for said local maintenance service locations

Column 4 line 28-33, the supervisor at a remote location supervises the activities required to perform the remote maintenance (i.e. manpower requirements).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

Mitchell teaches that connecting a supervisor with a remote employee allows the supervisor and employee to communicate between each other (column 4 line 44-46).

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of providing a remote employee location connected to a supervisor, as taught by Mitchell, because it would enable a supervisor to communicate with a remote employee.

Regarding **Claim 26**, Cornett and Staples does not teach:
transferring program modules from said maintenance services supervisory locations to said local maintenance service locations through said Internet connections.

The examiner notes that the phrases "maintenance services supervisory" and "local maintenance service" are non-functional descriptive material.

Mitchell teaches:
transferring program modules from said maintenance services supervisory locations to said local maintenance service locations through said Internet connections.

Column 8 line 50-53, internet may be accessed to provide connectivity between locations.

Column 10 line 14-16, remote user can access program modules.

Column 25 line 44-48, program modules can be downloaded from one location to another location.

Mitchell teaches that providing the ability to transfer program modules allows for customization of the computer's configuration at a remote site (column 25 line 44-48).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of transferring program modules between locations, as taught by Mitchell, because it would allow for customization of the computer's configuration at a remote site.

Regarding **Claim 27**, Cornett does not teach:
providing control of maintenance services at said local maintenance service locations from said maintenance services supervisory locations through said Internet connections.

Mitchell teaches:
providing control of maintenance services at said local maintenance service locations from said maintenance services supervisory locations through said Internet connections.

Column 8 line 50-53, internet may be accessed to provide connectivity between locations.

Column 4 line 44-46, supervisory connections to remote user provides control of

maintenance services since the supervisor of the remote user is teleconferencing with the user.

Mitchell teaches his approach to providing remote maintenance provides expeditious diagnosis and repair (column 1 line 37-39).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of providing supervisory control between locations, as taught by Mitchell, because it would provide for expeditious diagnosis and repair of equipment being serviced.

18. **Claim 28** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**) and further in view of **Tatum**.

Tatum, Rita, "Online, all the time", Jan 1999, Building Operations Management, Vol. 46, Iss. 1, p. 31, 4 pages, ProQuest ID 38108414.

Regarding **Claim 28**, Cornett does not teach:

wherein said regional maintenance services supervisory locations are provided at locations around the globe so as to provide 24 hour support to said local maintenance service locations, said regional maintenance services supervisory locations each providing support during business hours for a respective location of each of said regional maintenance services supervisory locations.

Tatum teaches:

wherein said regional maintenance services supervisory locations are provided locations so as to provide 24 hour support to said local maintenance service locations, said regional maintenance services supervisory locations each providing support during business hours for a respective location of each of said regional maintenance services supervisory locations

Providing 24 hour support (page 1 paragraph 2 line 2-3) 7 days a week through outsourcing the maintenance to a third party (page 4 paragraph 8 line 1-4).

Since business is global, it is occurring at all times, i.e. 24x7 (page 1 paragraph 1 line 2-4).

Support is provided during business hours (page 2 paragraph 1 line 1-2).

Staples, Tatum and Cornett all address using computers to provide automation to workers, and thus Staples, Tatum and Cornett are all analogous art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of 24 hours a day, 7 day a week support, as taught by Tatum, because it would enable businesses to operate in the global environment.

Tatum does not teach providing locations 'around the globe'. However Official Notice is taken that providing locations around the globe so as to provide support during business hours is old and well known in the art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett, Staples and Tatum, regarding providing maintenance services and remote worker connectivity with 24X7 support, to include the step of providing around the globe locations, because it would provide support during business hours.

19. **Claim 40** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Mandakas**, Anthony; "Siemens – a world class maintenance provider", "Siemens Metals, Mining & More", November 1996, 2nd Edition, p.4.

Regarding Claim 40, Cornett teaches the need to provide an organized approach

to providing an integrated maintenance support for operations. Cornett's teachings include management of engineering change notices, parts planning and maintenance downtime and scheduling of maintenance support operations.

Cornett teaches that providing an efficient support of production enables production to be maximized while ensuring the maintenance personnel (i.e. in a maintenance organization, since Cornett teaches different functional areas related to providing maintenance in the areas of ECN's, part planning, and production downtime scheduling for maintenance repair) are optimized (see column 6 line 20-25).

While Cornett does not explicitly teach that the personnel operating the different functional areas are organized in accordance with those functional areas, providing a maintenance organization to provide integrated maintenance support is old and well known in the art as taught by Mandakas.

Mandakas teaches providing maintenance management may be provided in the form of "maintenance specialist organizations" (column 4 para 5). Mandakas further teaches that providing maintenance outsourcing enables companies to receive a higher quality of maintenance than companies can provide for themselves (column 2 para 2).

Since Cornet teaches that efficiently using maintenance services helps optimize operations and Mandakas teaches that outsourcing maintenance in the form of

providing an organization of maintenance personnel enables companies to receive a higher level of maintenance than they could provide themselves, one of ordinary skill in the art at the time of the invention would modify Cornett's maintenance system, which is divided into functional areas, to include the step of providing that maintenance by an organization of maintenance personnel, because it would help a company optimize operations.

Conclusion

20. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

“Cost Savings through integral plant maintenance”, Aug 1, 1997, ABIX/LexisNexis Australia, Electrical World, p.6 (article discusses the use of Siemens ‘SiMain’ integral plant maintenance package).

“Siemens Maintenance Increases Productivity at Australian Paper”, Erlangen, Apr 20, 1999, pp.1-2.

“Siemens Integral Plant Maintenance”, ©1996, Siemens.com.au website from web.archive.org, June 26, 1997. p1.

“Siemens Industrial Systems & Technical Services”, ©1996, Siemens.com.au
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Conclusion

21. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

22. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jonathan G. Sterrett whose telephone number is 571-272-6881. The examiner can normally be reached on 8-6.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on 571-272-6729. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

JGS

JGS 7-26-2006

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